

 <p>United States Environmental Protection Agency Washington, DC 20460</p> <p>Interagency Agreement/ Amendment</p> <p>Part 1 - General Information</p>		1. EPA IA Identification Number RW-047-92521101 - 0		2. Funding Location by Region EPA HQ					
		3. Other Agency IA ID Number (if known) 47000016		4. Awarding Office IASSC East					
		5. Type of Action New		6. IA Specialist: Elizabeth Prinkey 202-564-2713 prinkey.elizabeth@epa.gov					
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC East 1200 Pennsylvania Avenue, NW Mail code 3903R Washington, DC 20460			8. Name and Address of Other Agency General Services Administration Office of Chief Information Officer 1800 F Street, NW Washington, DC 20405						
9. DUNS: 029128894		10. BETC: COLL		11. DUNS: 126661292					
12. BETC: DISB									
13. Project Title and Description IA for GSA for the 2020 FOIAOnline Allocation									
<p>The Freedom of Information Act (FOIA) is a federal freedom of information law that allows for the full or partial disclosure of previously unreleased information and documents controlled by the United States government. The Act defines agency records subject to disclosure, outlines mandatory disclosure procedures and grants exemptions to the statute. Agencies are required to process and provide timely responses to eligible FOIA requests and report annually on the status of their processing efforts. Federal agencies and departments have various solutions to assist in executing their duties under FOIA. This IA supports the finalization of requirements and construction of a FOIA Module to provide FOIA services to partner agencies by leveraging the infrastructure of the Federal Docket Management System (FDMS).</p>									
14. EPA Project Officer (Name, Address, Telephone Number) Raven Arnold 1200 Pennsylvania Ave. NW (2821T) Washington, DC 20460 202-566-1966 E-Mail: arnold.raven@epa.gov FAX: 202-566-1624			15. Other Agency Project Officer (Name, Address, Telephone) Travis Lewis 1800 F Street, NW Washington, DC 20405 202-219-3078 E-Mail: travis.lewis@gsa.gov FAX: N/A						
16. Project Period: 10/01/2019 to 09/30/2020			17. Budget Period: 10/01/2019 to 09/30/2020						
18. Scope of Work (See Attachment) see attached									
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4		21. ALC: 68-01-0727					
22. Statutory Authority for Transfer of Funds and Interagency Agreement Clinger-Cohen Act 40 U.S.C. 11318					23. Other Agency Type Federal Agency				
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)									
	Previous Funding	This Action	Amended Total						
Revise Reimbursable (in-house)		0.00	0.00						
Direct Fund Cite (contractor)		0.00	0.00						
Total			0.00						
Funds	Previous Amount	Amount This Action	Total Amount						
25. EPA Amount		\$0.00	\$0.00						
26. EPA In-Kind Amount			\$0.00						
27. Other Agency Amount		\$67,591.00	\$67,591.00						
28. Other Agency In-Kind Amount			\$0.00						
29. Total Project Cost		\$67,591.00	\$67,591.00						
30. Fiscal Information									
Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt
6819/200108		1920	BR	HE50XCW	000HF8	0			67,591.00
									67,591

Part II - Approved Budget				EPA IAG Identification Number RW-047-92521101 - 0
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel				\$0.00
(b) Fringe Benefits				\$0.00
(c) Travel				\$0.00
(d) Equipment				\$0.00
(e) Supplies				\$0.00
(f) Procurement / Assistance		\$67,591.00		\$67,591.00
(g) Construction				\$0.00
(h) Other				\$0.00
(i) Total Direct Charges	\$0.00	\$67,591.00	\$0.00	\$67,591.00
(j) Indirect Costs:	\$0.00			\$0.00
Charged - Amount Rate: % Base: \$ Not Charged: Funds-In: Not charged by EPA Amount \$				
(k) Total (EPA Share %) (Other Agency Share %)	\$0.00	\$67,591.00	\$0.00	\$67,591.00
32. How was the IDC Base calculated?				
33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)				
34. Are any of these funds being used on Procure/Assistance agreements? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Type of Procure/Assistance Agreement Contract				
Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project			Percent Funded by EPA (if known)
Booz Allen Hamilton	67591.00 Total \$ 67,591.00			0
Part III - Funding Methods and Billing Instructions				
35. (Note: EPA Agency Location Code (ALC) - 68010727)				
<input type="checkbox"/> Disbursement Agreement	Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:			
<input type="checkbox"/> Repayment	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work			
<input type="checkbox"/> Advance	Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.			
<input type="checkbox"/> Allocation Transfer-Out	Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.			
36. <input checked="" type="checkbox"/> Reimbursement Agreement <input checked="" type="checkbox"/> Repayment <input type="checkbox"/> Advance				
<input type="checkbox"/> Allocation Transfer-In				
Other Agency's Billing Address (include ALC or Station Symbol Number)			Other Agency's Billing Instructions and Frequency	
			Other Agency TAS 047X4540.001	

Part IV - Acceptance Conditions

EPA Identification Number

RW-047-92521101 - 0

37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.

Part V - Offer and Acceptance

Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

EPA IA Administration Office (for administrative assistance)

EPA Program Office (for technical assistance)

38. Organization/Address

39. Organization/Address

U.S. Environmental Protection Agency
IASSC East
1200 Pennsylvania Avenue, NW Mail code 3903R
Washington, DC 20460

US Environmental Protection Agency
OMS - Office of Mission Support
1200 Pennsylvania Ave, NW
Washington, DC 20460

Award Official on Behalf of the Environment Protection Agency

40. Digital signature applied by EPA Award Official | FOR Tony R. Fournier - Chief Fellowship IA and SEE Branch
Michelle Barnes - AO delegate

Date

12/05/2019

Authorizing Official on Behalf of the Other Agency

41. Signature

Typed Name and Title

Date

Bob Stafford, Chief Administrative Services Officer

12/05/2019

Administrative Conditions

1. Resolution of Disagreements

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

2. Cost Collection Upon Cancellation

If the IA recipient cancels the agreement, the Environmental Protection Agency is authorized to collect costs incurred prior to the cancellation of the agreement, plus termination costs, up to the total payment amount provided for under the agreement.

UNITED STATES GOVERNMENT
 INTERAGENCY AGREEMENT (IAA)
 Agreement Between Federal Agencies
 General Terms & Conditions (GT&C) Section



IAA Number FY20-GSA-FOIA 0000
 GT&C # Order # Amendment # / Mod #

DEPARTMENT AND/OR AGENCY		
1.	Requesting Agency of Products / Services	Servicing Agency Providing Products / Services
Name	General Services Administration, Office of Administrative Services	Environmental Protection Agency
Address	1800 F Street, NW Washington, DC 20405	1200 Pennsylvania Ave., NW Washington, DC 20460
2. Servicing Agency Tracking Number (Optional) : _____		
3. Assisted Acquisition Agreement <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
4. GT&C Action (Check action being taken) <input checked="" type="checkbox"/> New <input type="checkbox"/> Amendment - Complete only the GT&C blocks being changed and explain the changes being made. <input type="checkbox"/> Cancellation - Provide a brief explanation for the IAA cancellation and complete the effective End Date.		
5. Agreement Period Start Date <u>10/01/2019</u> End Date <u>09/30/2020</u> of IAA or effective cancellation date <div style="display: flex; justify-content: space-around; font-size: small;"> MM-DD-YYYY MM-DD-YYYY </div>		
6. Recurring Agreement (Check One) A Recurring Agreement will continue, unless a notice to discontinue is received <input checked="" type="checkbox"/> Yes If Yes, this is an: Annual Renewal <input checked="" type="checkbox"/> <div style="display: flex; justify-content: space-between; font-size: small;"> <input type="checkbox"/> No Other Renewal <input type="checkbox"/> State the other renewal period: _____ </div>		
7. Agreement Type (Check One) <input checked="" type="checkbox"/> Single Order IAA <input type="checkbox"/> Multiple Order IAA		
8. Are Advance Payments Allowed for this IAA (Check One) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes is checked, enter Requesting Agency's Statutory Authority Title and Citation 		
Note: Specific advance amounts will be captured on each related order.		

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9. Estimated Agreement Amount (The Servicing Agency completes all information for the estimated agreement amount)

(Optional for assisted Acquisitions)

Direct Cost \$67,591.00
Overhead Fees & Charges \$0.00
Total Estimated Amount \$67,591.00

Provide a general explanation of the Overhead Fees and Charges

10. STATUTORY AUTHORITY

a. Requesting Agency's Authority (Check One)

Franchise Fund

☐

Revolving Fund

☐

Working Capital Fund

☐

Economy Act (31
U.S.C. 1535 / FAR 17.5)

☐

Other Authority

☒

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

Clinger-Cohen Act 40 U.S.C. 11318

b. Servicing Agency's Authority (Check One)

Franchise Fund

☐

Revolving Fund

☐

Working Capital Fund

☐

Economy Act (31
U.S.C. 1535 / FAR 17.5)

☐

Other Authority

☒

Fill in Statutory Authority Title and Citation for Franchise Fund, Revolving Fund, Working Capital Fund, or Other Authority

Clinger-Cohen Act 40 U.S.C. 11318

11. Requesting Agency's Scope (State and/or List Attachments that support Requesting Agency's Scope.)

See attached Memorandum of Agreement (MOA). The purpose of the MOA between the U.S. General Services Administration (GSA) and the U.S. Environmental Protection Agency (EPA) is to outline the terms for GSA's use of the Freedom of Information Act (FOIA Online) and identify associated EPA and GSA responsibilities. FOIA Online, a subsystem of the Federal Docket Management System (FDMS), fulfills the tracking and reporting requirements under the Freedom of Information Act.

12. Roles and Responsibilities for the Requesting Agency and the Servicing Agency (State and/or list attachments for the roles and responsibilities for the Requesting Agency and the Servicing Agency)

The Service Provider will provide program management and furnish the services shown in the Charges and Fees (box 9). The Service Provider will provide the services listed in the attached scope of work (box 11) using EPA in house technical expertise and/or contracts with outside vendors. The Service Provider will determine the proper resource vehicle, and will provide all necessary administration of support and coordinate all activities with the Customer relating to any activity under this agreement.

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13. Restrictions (Optional) (State and/or attach unique requirements and/or mission specific restrictions specific to this IAA).

N/A

14. Assisted Acquisition Small Business Credit Clause (The Servicing Agency will allocate the socio-economic credit to the Requesting Agency for any contract actions it has executed on behalf of the Requesting Agency).

15. Disputes: Disputes related to this IAA shall be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Transaction (IGT) Guide.

16. Termination (Insert the number of days that this IAA may be terminated by written notice by either the Requesting or Servicing Agency.)

Termination effective date will be determined by the parties.

If this agreement is canceled, any implementing contract/order may also be canceled. If the IAA is terminated, the agencies shall agree to the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the IAA, the Requesting Agency shall pay any actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

17. Assisted Acquisition Agreements - Requesting Agency's Organizations Authorized to Request Acquisition Assistance for this IAA (State or attach a list of Requesting Agency's organizations authorized to request acquisition assistance for this IAA).

N/A

18. Assisted Acquisition Agreements - Servicing Agency's Organizations Authorized to Request Acquisition Assistance for this IAA (State or attach a list of Servicing Agency's organizations authorized to request acquisition assistance for this IAA.)

N/A

19. Requesting Agency Clause(s) (Optional) (State and/or attach any additional Requesting Agency clauses.)

N/A

20. Servicing Agency Clause(s) (Optional) (State and/or attach any additional Servicing Agency clauses.)

The Service Provider is responsible for providing and tracking (on a monthly basis) services ordered by the Customer in compliance with this agreement. In this capacity, the Service Provider will be responsible for deciding the proper vehicle(s) to be used in delivering the various services negotiated with the Customer within the terms of this agreement.

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21. Additional Requesting Agency and/or Servicing Agency Attachments (Optional) (State and/or attach any additional Requesting Agency and/or Servicing Agency Attachments)

N/A

22. Annual Review of IAA

By signing this agreement, the parties agree to annually review the IAA if the agreement period exceeds one year. Appropriate changes will be made by amendment to the GT&C and/or modification to any affected Order(s).

AGENCY OFFICIAL

The Agency Official is the highest level accepting authority or official as designated by the Requesting Agency and Servicing Agency to sign this agreement. Each Agency Official must ensure that the general terms and conditions are properly defined, including the stated statutory authorities, and, that the scope of work can be fulfilled as per the agreement.

The Agreement Period Start Date (Block 5) must be the same as or later than the signature dates.

Actual work for this IAA may NOT begin until an Order has been signed by the appropriate individuals, as stated in the Instructions for Blocks 37 and 38.

23.	Requesting Agency	Servicing Agency
Name	Beth Killoran	Tony Fournier
Title	Deputy Chief Information Officer	EPA Awarding Official
Telephone Number(s)	(202) 501-1000	(202) 564 1021
Fax Number		fournier.tony@epagov
Email Address	beth.killoran@gsa.gov	
SIGNATURE	(b) (6)	(b) (6)
Approval Date	10/30/2019	

UNITED STATES GOVERNMENT INTERAGENCY AGREEMENT (IAA)

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IAA Number FY20-GSA-FOIA 0000 Servicing Agency's Agreement
GT&C # Order # Amendment # / Mod # Tracking Number (Optional) _____

PRIMARY ORGANIZATION/OFFICE INFORMATION

24.	Requesting Agency	Servicing Agency
Primary Organization / Office Name	General Services Administration/ Office of Administrative Services	Environmental Protection Agency
Responsible Organization / Office Address	1800 F St., NW Washington, DC 20405	1200 Pennsylvania Ave., NW Washington, DC 20406

ORDER REQUIREMENTS INFORMATION

25. Order Action (Check One)



New



Modification (Mod) - List affected Order blocks being changed and explain the changes being made.

For Example: for a performance period mod, state the new performance period for this Order in Block 27.

Fill out the Funding Modification Summary by Line (Block 26) if the mod involves adding, deleting, or changing Funding for an Order Line.



Cancellation - Provide a brief explanation for Order cancellation and fill in the Performance Period End Date for the effective cancellation date.

26. Funding Modification Summary by Line	Line #	Line #	Line #	Total of All Other Lines (attach funding details)	Total
Original Line Funding	\$0.00				\$0.00
Cumulative Funding Changes From Prior Mods [addition (+) or reduction (-)]					\$0.00
Funding Change for This Mod					\$0.00
TOTAL Modified Obligation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Advance Amount (-)					\$0.00
Net Modified Amount Due	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

27. Performance Period

Start Date

10/01/2019

MM-DD-YYYY

End Date

09/30/2020

MM-DD-YYYY

For a performance period mod, insert the start and end dates that reflect the new performance period.

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GT&C # Order # Amendment # / Mod # Tracking Number (Optional)

28. Order Line / Funding Information													Line Number			
Requesting Agency Funding Information										Servicing Agency Funding Information						
ALC	47000016									68010727						
Component	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB	SP	ATA	AID	BPOA	EPOA	A	MAIN	SUB
TAS (required by 10/1/2014)			047			X	4540	001			068	2016	2017		0108	000
and/or current TAS format				47X4540.001					6816/170108							
BETC				DISB					COLL							
Object Class Code (Optional)																
BPN				128111585					131489218							
BPN + 4 (Optional)																
Additional Accounting Classification / Information (Optional)				Funding Doc.: GX0013255 2020-G-00-262X-CSD1-S00ICC0 0-ICC - Corporate Support												
Requesting Agency Funding Expiration Date									Requesting Agency Funding Cancellation Date							
MM-DD-YYYY No year funds									MM-DD-YYYY No year funds							
Project Number & Title GSA's FY20 contribution to FOIA Online agreement with EPA.																
Description of Products and/or Service, including the Bona Fide Need for this Order (State or attach a description of products/services, including the Bona Fide need for this Order.) See attached MOA.																
North American Industry Classification System (NCAIS) Number (Optional)																
Breakdown of Reimbursable Line Costs and/or Breakdown of Assisted Acquisition Line Cost:																
Unit of Measure					Contract Cost											
Quantity		Unit Price		Total		Servicing Fees										
1		\$67,591.00		\$67,591.00		Total Obligated Cost		\$0.00								
Overhead Fees and Charges						Advance for Line (-)										
Total Line Amount Obligated				\$67,591.00		Net Total Cost				\$0.00						
Advance Line Amount (-)						Assisted Acquisition Servicing Fees Explanation										
Net Line Amount Due				\$67,591.00												
Type of Service Requirements																
<input checked="" type="radio"/> Severable Service <input type="radio"/> Non-Severable Service <input type="radio"/> Not Applicable																

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29. Advance Information (Complete Block 29 if the Advance Payment for Products/Services was checked "Yes" on the GT&C)

Total Advance Amount for the Order _____ [All Order Line Advance amounts (Block 28) must sum to this total.]

Revenue Recognition Methodology (according to SFFAS 7) (Identify the Revenue Recognition Methodology that will be used to account for the Requesting Agency's expense and the Servicing Agency's revenue.)

- ☐ Straight-Line — Provide amount to be accrued _____ and Number of Months _____
- ☐ Accrual Per Work Completed — Identify the accounting post period:
- ☐ Monthly per work completed & invoiced
- ☐ Other — Explain other regular period (bimonthly, quarterly, etc.) for posting accruals and how the accrual amounts will be communicated if other than billed.

30. Total Net Order Amount: \$67,591.00

[All Order Line Net Amounts Due for reimbursable agreements and Net Total Costs for Assisted Acquisition Agreements (Block 28) must sum to this total]

31. Attachments (State or list attachments)

- ☐ Key Project and/or acquisition milestones (Optional except for Assisted Acquisition Agreements)
- ☒ Other Attachments (Optional)

See attached MOA.

BILLING AND PAYMENT INFORMATION

32. Payment Method (Check One) [Intra-governmental Payment and Collection (IPAC) is the Preferred Method.]

- ☐ Requesting Agency Initiated IPAC ☒ Servicing Agency Initiated IPAC
- ☐ Credit Card ☐ Other — Explain other payment method and reasoning: _____

33. Billing Frequency (Check One)

[An Invoice must be submitted by the Servicing Agency and accepted by the Requesting Agency BEFORE funds are reimbursed (i.e., via IPAC transaction)]

- ☐ Monthly ☒ Quarterly ☐ Other Billing Frequency (include explanation): _____

34. Payment Terms (Check One)

- ☐ 7 Days ☒ Other Payment Terms (include explanation): Immediately, upon IPAC transmission

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35. Funding Clauses / Instructions (Optional) (State and/or list funding clauses/instructions)

Subject to the Availability of Funds

36. Delivery / Shipping Information for Products (Optional)

Agency Name	
Point of Contact (POC) Name & Title	
POC Email Address	
Delivery Address / Room Number	
POC Telephone Number	
Special Shipping Information	

APPROVALS AND CONTACT INFORMATION

37. Program Officials

The Program Officials, as identified by the Requesting Agency and Servicing Agency, must ensure that the scope of work is properly defined and can be fulfilled for this Order. The Program Official may or may not be the Contracting Officer depending on each agency's IAA business process.

	Requesting Agency	Servicing Agency
Name	Beth Killoran	Rebecca Moser
Title	Deputy Chief Information Officer	Director, OEIP
Telephone Number	(202) 501-1000	(202) 566-0252
Fax Number		(202) 566-1624
Email Address	beth.killoran@gsa.gov	moser.rebecca@epa.gov
SIGNATURE	DocuSigned by: <i>Beth Anne Killoran</i>	
Date Signed	10/30/2019	

38. Funding Officials — The Funds Approving Officials, as identified by the Requesting Agency and Servicing Agency, certify that the funds are accurately cited and can be properly accounted for per the purposes set forth in the Order. The Requesting Agency Funding Official signs to obligate funds. The Servicing Agency Funding Official signs to start the work, and to bill, collect, and properly account for funds from the Requesting Agency, in accordance with the agreement.

	Requesting Agency	Servicing Agency
Name	Abigail Allen	Tony Fournier
Title	Supervisory Budget Analyst	EPA Awarding Official
Telephone Number	(202) 826-7634	(202) 564-1021
Fax Number		
Email Address	abigail.allen@gsa.gov	fournier.tony@epa.gov
SIGNATURE	(b) (6)	
Date Signed		12/1/19

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CONTACT INFORMATION

39. FINANCE OFFICE Points of Contact (POCs)

	Requesting Agency (Payment Office)	Servicing Agency (Billing Office)
Name	USDA-OCFO	Michele Conner
Title	Financial Information & Operations Division	Accountant
Office Address	P.O. Box 419279 Kansas City, MO 64108	26 W. Martin Luther King Dr. Cincinnati, OH 45288
Telephone Number	1-800-676-3690	(513) 487-2082
Fax Number		(513) 487-2063
Email Address	KC-Accts-Payable.Finance@gsa.gov	conner.michele@epa.gov
Signature & Date (Optional)		

40. ADDITIONAL Points of Contact (POCs) (as determined by each Agency)

This may include CONTRACTING Office Points of Contact (POCs).

	Requesting Agency	Servicing Agency
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		
Name		
Title		
Office Address		
Telephone Number		
Fax Number		
Email Address		
Signature & Date (Optional)		

**MEMORANDUM OF AGREEMENT
BETWEEN
U.S. ENVIRONMENTAL PROTECTION (EPA)
AND
GENERAL SERVICES ADMINISTRATION (GSA)**

1. Purpose

The purpose of this Memorandum of Agreement (MOA) between the General Services Administration (GSA) and the U.S. Environmental Protection Agency (EPA) collectively the "Parties", is to outline the terms for GSA use of the Freedom of Information Act Online (FOIAonline) tool and identify associated EPA and GSA responsibilities. FOIAonline, a subsystem of the Federal Docket Management System (FDMS), fulfills the tracking and reporting requirements under the Freedom of Information Act (5 U.S.C. § 552, as Amended by Public Law No.104-231, 110 Stat. 3048).

2. Background

FOIAonline was developed through a voluntary partnership of Federal agencies to create a comprehensive, centralized electronic case management solution to help agencies implement the FOIA. Within FOIAonline, officials assign, track, and monitor tasks; calculate fees; generate reports; and store FOIA requests and responsive documents (both denied and released). These functions streamline and help automate business processes associated with GSA's FOIA responsibilities. FOIAonline operates as a cost effective, shared service that captures and automates the tracking and reporting requirements associated with FOIA processing. This MOA is a renewal for GSA's FOIAonline system usage and support for FY20.

3. Scope

This MOA establishes EPA and GSA responsibilities regarding support of the EPA Program Management Office (PMO) for FOIAonline. Key stakeholders of this MOA include: EPA's Office of Enterprise Information Programs (OEIP) and GSA.

4. Authorities

This agreement is authorized in accordance with the authority provided under:

- Clinger Cohen 40 U.S.C 11318
- The Economy Act (31 U.S.C. §1535, 1536)
- The Freedom of Information Act (5 U.S.C. § 552, as amended by P.L. 104-231, 110 Stat. 3048)
- Memorandum for the Heads of Executive Departments and Agencies: Open Government Directive, M10-06 (December 8, 2009)

5. Roles and Responsibilities

This section outlines EPA's responsibilities in providing the agreed upon services to the GSA and addresses GSA's responsibilities as a FOIAonline GSA.

a. The EPA will:

General Activities:

(1) Ensure FOIAonline availability to the public and federal agencies meets or exceeds 99.5%.

Availability equals the hours FOIAonline is accessible to public and federal entities divided by the total hours in the measurement period less scheduled maintenance and hours when the system is not available due to deployment of version releases and routine maintenance. Note: the total hours in the measurement period are equal to seven days at 24 hours per day for each week in the period. For purposes of this MOA, this measurement period is one year or 8,760 hours for non-leap years and 8,784 hours for leap years.

(2) Maintain the FOIAonline security plan (including a Privacy Impact Assessment) and certification as a subsystem of the FDMS.

(3) Lead an inter-agency governance board (i.e., Advisory Board) made up of FOIAonline GSA agencies. Establish work groups to address projects and tasks to improve the FOIAonline program (See: *Charter for FOIAonline Partnership Program* (November 28, 2015)).

(4) Collaborate with other federal agencies to enhance the FOIAonline Program.

(5) Negotiate system implementations with other federal entities that request to use FOIAonline and join the FOIAonline partnership.

(6) Manage the development, maintenance, and operation of FOIAonline.

(7) Ensure that GSA agencies have an opportunity to review project management documentation.

(8) Execute and coordinate an Interagency Agreement (IA) for GSA's transfer of funds prior to start of work.

(9) Develop a budget that supports system operations and on-going enhancements and investments to provision and sustain the architecture and services necessary to provide optimal services while providing high value service to FOIAonline GSAs.

(10) Provide programmatic and technical assistance as required.

(11) Convene meetings of an inter-agency Executive Committee on an as-needed basis, and not less than one (1) time per year.

GSA will:

- (1) Transfer total funding of \$67,591 for FY20 FOIAonline system usage. Funding transfers to the EPA will be in accordance with Section 12 of this MOA.
- (2) Identify the GSA Chief FOIA Officer or designee to coordinate activities and serve as the main point of contact to participate in the FOIAonline governance bodies and address issues that arise.
- (3) Identify a qualified staff person(s) to work with the EPA PMO staff to coordinate GSA staff's use of FOIAonline.
- (4) Include a link from the appropriate GSA Internet page to direct public users to FOIAonline to submit requests and appeals electronically to GSA or to gain access to previously released requests or records.
- (5) Participate in the decision-making process to develop additional FOIAonline functionality that meets established government-wide criteria and use that functionality when available.
- (6) Ensure GSA FOIAonline system users receive security training on the management and protection of sensitive and potentially sensitive information noting that their responsibilities include properly managing information within FOIAonline.
- (7) In the event of an accidental publication of sensitive information, GSA staff will take immediate steps to remove the data from public access through existing system functionality and notify EPA's PMO.

6. Duration of Agreement

This MOA is valid from October 1, 2019 through September 30, 2020.

7. Personnel:

Each Party is responsible for supervision and management of its personnel. EPA is responsible for the proper supervision and management of EPA employees dedicated to support FOIAonline. Pay and benefits for EPA employees dedicated to support FOIAonline are part of FOIAonline operational costs and included as an annual program expense and funded collectively by GSA contributions. EPA, as the managing GSA, is responsible for the proper supervision and management of contracted employees through the proper execution of its contract management duties and responsibilities. Cost for contracted employees supporting FOIAonline including pay and benefits are included as a program expense funded by GSA contributions. EPA is also a FOIAonline GSA and provides GSA contributions following the same allocation model approved annually by the FOIAonline Advisory Board.

8. Security

- A. All users must take steps to protect all transferred and stored data in accordance with the Privacy Act (5 U.S.C. § 552a), the Trade Secrets Act (18 U.S.C. § 1905), and the Unauthorized Access Act (18 U.S.C. §§ 2701 and 2710).
- B. EPA will comply with the Federal Information Security Management Act (FISMA), 44 U.S.C. Chapter 35, Subchapter II, as amended by the Federal Information Security Modernization Act of 2014 (Pub. L. 113-283); the Office of Management and Budget (OMB) circulars and memoranda, such as Circular A-130, Managing Information as a Strategic Resource (July 28, 2016), and Memorandum M-06-16, Protection of Sensitive Agency Information (June 23, 2006); National Institute of Standards and Technology (NIST) publications; and the Federal Acquisition Regulations. These laws, directives, and regulations include requirements for safeguarding Federal information systems and personally identifiable information (PII) used in Federal agency business processes, as well as related reporting requirements. EPA recognizes and will implement the applicable laws, regulations, NIST publications, and OMB directives including those published after the effective date of this agreement.
- C. EPA is responsible for oversight and compliance of its contractors and agents. FISMA requirements apply to all Federal contractors, organizations, or entities that possess or use Federal information, or that operate, use, or have access to Federal information systems on behalf of an agency.
- D. EPA and GSA staff and contractors must comply with the Rules of Behavior to which all staff who access FOIAonline are subject. The Rules of Behavior are contained in the Federal Docket Management System/FOIAonline System Security Package (SSP). The Rules of Behavior document include:
- Protect data in accordance with the Privacy Act of 1974.
 - Protect data in accordance with the FISMA.
 - Protect sensitive information from disclosure to unauthorized individuals or groups.
 - Acquire and use sensitive information only in accordance with the performance of assigned official government duties.
 - Dispose of sensitive information contained in hardcopy or softcopy, as appropriate.
 - Provide that sensitive information is accurate and relevant for the purpose for which it is collected, provided, and used.
 - Protect one's assigned access codes from disclosure.
 - Report security incidents and vulnerabilities to the appropriate agency organization.

- Comply with the provisions of copyrighted software by not infringing upon or compromising (copy, distribute, hack, etc.) software of this system.
- Use government equipment in accordance with the individual site/agency policies and procedures.
- Comply with Computer Security Incident Response Capability (CSIRC) escalation and response.

E. GSA will ensure GSA FOIAonline system users receive security training on the management and protection of sensitive and potentially sensitive information noting that their responsibilities include properly managing information within FOIAonline.

In the event of a system security incident, such as a successful system intrusion resulting in a data breach, EPA will follow reporting guidelines issued by OMB M-17-12, Preparing for and Responding to a Breach of Personally Identifiable Information and as reflected in EPA's *Procedure for Responding to Breaches of Personally Identifiable Information* (EPA Classification Number: CIO 2151-P-02.2)

9. Dispute Resolution Mechanism

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume 1. Part 2. Chapter 4700. Appendix 10.

REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

10. Right of Termination

This agreement may be terminated upon mutual agreement of the parties. The two parties shall agree on the effective date of termination and in case of a partial termination, the portion to be terminated.

11. Points of Contact

GSA and EPA will assign the following key points of contact (POC) with the FOIA Program. The senior manager is an official representative and is authorized to act on the GSA's behalf.

GSA Representative

Name: Travis Lewis
Title: Deputy Director, GSA Office of Accountability and Transparency
Telephone: (202) 219-3078
Email: travis.lewis@gsa.gov

EPA Representative

Name: Jeffrey Wells
Title: Director, Office of Enterprise Information Programs
Telephone: (202) 566-1706
Email: Wells.Jeffrey@epa.gov

EPA's Project Officer

Name: Tim Crawford
Telephone: 202/566-1574
Email: crawford.tim@epa.gov

The budget/financial contacts for this agreement are:

GSA

Name: Abigail Allen
Telephone: (202) 826-7634
Email: abigail.allen@gsa.gov

EPA

Name: Holly Douglas
Telephone: 202-564-8434
Email: Douglas.Holly@epa.gov

12. Financial Details

Each partner is responsible for providing funding. Nothing in this agreement is intended to be a direct transfer of funds from GSA to EPA. All transfers are to be activated through the Interagency Payment and Collection System (IPAC).

a. FUNDS TRANSFER: The GSA will transfer funds to EPA in accordance with the following table:

Contributing/Sending Agency:	U.S. General Services Administration, Office of Chief Information Officer
Address:	1800 F St., NW Washington, DC 20405
Treasury Account Symbol:	047X4540.001
GSA Location Code:	47000016
DUNS Number:	128110585
Type of Fund:	<input checked="" type="checkbox"/> One-Year <input type="checkbox"/> Two-Year <input type="checkbox"/> No Year
Total Dollar Amount:	\$67,591
Obligating Document Number: (Please attach a copy of the obligating document and/or fully executed funding document. The fully executed funding document should include bill-to address, funding period, statutory authority, accounting line, and other information for intragovernmental transactions as required by Treasury Bulletin 2007-03. If the fully executed funding document is not available, then provide appropriation information, including the length of the obligation authority).	Pegasys Document Number: GX0013255
Receiving Agency:	U.S. Environmental Protection
Address:	1200 Pennsylvania Avenue NW Washington DC 20460
Treasury Account Symbol:	6819/200108
Location Code:	68010727
Taxpayer Identification Number:	52-08-52695
DUNS Number:	029128894

b. AVAILABILITY OF FUNDS:

Each partner shall sign and return MOAs to the FOIAonline Program within one month of the period of performance start date. This MOA does not authorize or obligate the Parties to expend, exchange or reimburse funds, services, supplies, or transfer or receive anything of value, except under an IAA that complies with all applicable laws. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Title 31, U.S. Code, Section 1341, or other applicable laws.

If GSA is under a temporary CR, it shall contribute the full amount of its 2020 fee, or an amount equal to the amount apportioned by the Office of Management and Budget for the period that the CR is in effect to keep the Initiative operational until the appropriations bill is signed. Upon

receiving their annual appropriation, each partner shall provide any remaining amounts within 60 days.

c. **ECONOMY ACT DETERMINATION AND FINDINGS:** If the MOA is being entered under 31 U.S.C § 1535, as amended (the Economy Act), both parties agree that the requirements listed in paragraph (a) of the Economy Act have been met.

13. Commencement/Amendment/Termination

This MOA will be expressly incorporated by reference into an IA (EPA's funding document). This MOA shall remain in effect for one year from the date of signing, with a new IA to be signed annually to renew the agreement and provisioning of services. Amendments to the MOA will be affected by the mutual consent of the parties in writing and will be incorporated by reference into the IA.

14. Approvals

The following officials are authorized to bind their respective Department to this agreement:

EPA

Jeffrey Wells, Acting Director
Office of Enterprise Information Programs
Office of Management Services
U.S. EPA
Date: _____

GSA

Bob Stafford
Chief Administrative Services Officer
Office of Administrative Services

(b) (6)

Beth Killoran
Deputy Chief Information Officer
GSA IT
U.S. GSA 10/30/2019
Date: _____

(b) (6)